



# FLORIDA DEPARTMENT OF CITRUS

605 East Main Street  
Bartow, FL 33830  
(863) 537-3999

## Request for Proposal

### France Public Relations, Retail, and Trade Marketing

RFP # 24-03

Proposal Opening:  
February 28, 2025, 11:00 AM EST

Vendor Name \_\_\_\_\_  
Vendor Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone \_\_\_\_\_

*I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same contractual service and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including, but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign, or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now, or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the proposer.*

Authorized Signature \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Proposal tabulations with recommended awards will be posted electronically for review by interested parties on or about the date listed in Section 1.3 of the solicitation and will remain posted for a period of 72 hours. Failure to file a Protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to \_\_\_\_\_  
[Print name of the public entity]

by \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name of entity submitting sworn statement]

Whose business address is:

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:)

\_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order.]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, **FLORIDA STATUTES**, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[SIGNATURE]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification) My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed, or stamped commissioned name of notary public)

## **SECTION 1. INTRODUCTION**

### **1.1 BACKGROUND**

The Florida Department of Citrus (FDOC) is an executive agency of Florida government charged with the marketing, research and regulation of the Florida citrus industry. Its mission is to maximize consumer demand for Florida citrus products to ensure the sustainability and economic well-being of the Florida citrus grower, the citrus industry and the State of Florida.

The FDOC also has extensive regulatory responsibilities, covering every aspect of the industry, including research, production, maturity standards, licensing, transportation, labeling, packing and processing. The industry employs approximately 33,000 people, provides an annual economic impact of \$6.9 billion to the state, and contributes hundreds of millions of dollars in tax revenues that help support Florida's schools, roads and health care services.

The FDOC is governed by the Florida Citrus Commission (FCC), an eleven-member board with taxing authority appointed by the Governor of Florida to represent citrus growers, processors and packers. Three commission members must be processors, one member must be a packer and must be a resident of the Indian River production area of Florida, and another member must be a grower with a production area of more than 5,001 acres in Florida.

The FCC serves in the capacity of a Board of Directors and agency head for the FDOC. The FCC oversees and guides the activities of the FDOC. It is responsible for setting the annual amount of excise tax as well as quality standards for all citrus grown, packed or processed in Florida. In addition, the FCC conducts a wide variety of programs involving industry regulation, scientific, market and economic research, advertising, merchandising, public and industry relations and consumer promotions. Over 80 percent of FDOC's annual budget is typically spent on marketing and promotional activities for Florida citrus in the United States, Canada, Europe, and Asia. France is the largest European market for Florida grapefruit exports.

### **1.2 STATEMENT OF PURPOSE**

#### **1.2.1 Need**

FDOC is seeking a French company to assist in the planning, development, execution, and measurement of PR, retail and trade marketing programs that support Florida citrus products, including fresh grapefruit, fresh orange, grapefruit juice, and orange juice, in France.

**1.2.2 Objective**

Maximize demand for Florida citrus products in France through a comprehensive mix of consumer-oriented PR, retail, and trade marketing activities.

**1.2.3 Requirements**

All proposals must be from companies with capability to operate successfully throughout France. The successful bidder will have significant experience managing consumer engagement through PR tactics, retail, and trade marketing and should have proven experience working with fresh produce in France.

At the discretion of FDOC Staff, applicants may be required to make virtual presentations to FDOC Staff, Staff Committees, and/or the Florida Citrus Commission in a public meeting prior to the contract being awarded.

**Note: In addition to this RFP, FDOC is currently seeking bids from European companies under a separate RFP for PR, retail, and trade marketing activities in Europe.**

**Companies are welcome to bid on more than one RFP. If, however, more than one company is selected to manage the resulting contracts, the companies will be expected to collaborate and share FDOC assets with each other, as appropriate and as directed by FDOC staff.**

**1.3 TIMELINE OF EVENTS**

Opening dates are firm and cannot be changed. All other dates are subject to change. All changes to the Timeline of Events will be made through addendums to the solicitation on the Vendor Information Portal (VIP).

|  |                                 |
|--|---------------------------------|
| Request for Proposal posted on VIP                                     | January 28, 2025                |
| Questions Due (if applicable)  | February 4, 2025                |
| Posting of Answers to Questions  | February 10, 2025               |
| Proposals Due/Opened*  | February 28, 2025, 11:00 AM EST |
| <b>*PROPOSALS RECEIVED AFTER THIS TIME ARE NOT ELIGIBLE FOR AWARD.</b> |                                 |
| Review and evaluation  | March 3-7, 2025                 |
| Posting of the Award Selection   | March 18, 2025                  |
| Submitted to the Citrus Commission                                     | March 19, 2025                  |
| Award Date   | July 1, 2025                    |

**\*\* Emailed and Faxed proposals are not eligible – Proposals must be received no later than February 28, 2025, 11:00 AM EST. \*\***

#### **1.4 Reasonable Accommodations**

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring a reasonable accommodation to participate is asked to advise the agency at least 48 hours prior to the scheduled event by contacting Sharon McLeod at [smcleod@citrus.myflorida.com](mailto:smcleod@citrus.myflorida.com) or (863) 537-3964. If you are hearing or speech-impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

## **SECTION 2. SCOPE OF SERVICES**

### **2.1 SERVICES AND RESPONSIBILITIES**

#### **2.1.1 State Requirements**

Bidding Vendor acknowledges that Department is a governmental state agency and that Department is bound by state laws, rules and policies, which must be followed by Vendor when providing such services. These laws, rules and policies include Chapter 601, F.S. (Florida Citrus Code), Chapter 287, F.S. (Procurement), Chapter 119, F.S. (Public Records) and Chapter 20, F.A.C. (Department Rules and Regulations) and FDOC Purchasing, Fiscal and Travel Policies.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace (MFMP), a statewide eProcurement system. Pursuant to Section 287.057(23), F.S., (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State; refer to section 2.2.10 of RFP.

#### **2.1.2 Scope of Work**

The initial contract will be for two years with the option of one three-year renewal upon mutual agreement of both parties, and with the approval of the Florida Citrus Commission. The FDOC anticipates that the allocated budget for France could range from \$400,000-\$800,000 USD per year, including fees and all third-party expenses. The FDOC reserves the right to modify this amount as necessitated by budget or market circumstances. At the discretion of FDOC Staff, applicants may be required to make virtual presentations to FDOC Staff, Staff Committees, and/or the Florida Citrus Commission in a public meeting prior to the contract being awarded.

The selected bidder will work as part of a global Florida Citrus marketing team consisting of FDOC staff and contractors in the U.S., Europe, and Asia. In France, the selected bidder should have the capability to fulfill the following:

1. Advising FDOC on consumer, media, retail and trade trends as they relate to Florida citrus products in France.
2. Communicating with French retailers and the trade on behalf of FDOC.
3. Developing, implementing, and measuring a plan that may include:
  - a. Digital design and asset development
  - b. Media outreach
  - c. Paid media tactics
  - d. Earned media tactics
  - e. Owned media tactics
  - f. Consumer engagement
  - g. Consumer research/surveys
  - h. In-store demos
  - i. In-store marketing materials (development and distribution)
  - j. Online marketing promotions
  - k. Coupons/Flyer ads
  - l. Shopper contests
  - m. Display/sales contests
  - n. Trade and shopper education
  - o. Market research/surveys
  - p. Media monitoring and issues management
  - q. Digital promotions
  - r. Wholesale market promotions
  - s. Social media
  - t. Influencer content
  - u. Etc.
4. Managing subcontractors, as appropriate, throughout France to meet program objectives that can't be met with direct staffing
5. Strategic planning
6. Budget management and monthly invoicing
7. Rigorous reporting and program/activity evaluation
8. Adhering to State of Florida and USDA-FAS Market Access Program rules and regulations
9. Periodic communication with the USDA-FAS staff based at the U.S. Embassy in Paris
10. International travel to Florida or other international destinations for team meetings (usually limited to one or two times per year)
11. Ability to cooperate with non-affiliated agencies in France and around the world to support programs that may not be directly related to the Scope of Work in this RFP
12. Maintaining a staff that can communicate effectively in English with FDOC personnel and other FDOC contractors around the world.

FDOC's marketing programs in France are focused on fresh citrus products rather than grapefruit juice, though juice components may be added at the discretion

of FDOC. As such, the majority of marketing efforts will correspond with Florida's fresh citrus season, which generally runs from November to April. December to March is the most rigorous period for marketing activities. Program measurement and season-end reporting should take place between April and June.

### 2.1.3 Reply Requirements

In addition to the required documents listed in section 5.4, all proposals must, at a minimum, contain the following information:

1. Demonstrated experience and competency in the areas outlined in the Scope of Work
2. Recommended strategic and tactical approach for managing FDOC's PR, retail, and trade marketing programs in France
3. Performance measurement approach and capabilities for PR, retail, and trade marketing programs
4. List of existing and past clients from the food and beverage category *(Provide a brief description of the type of work completed and the start/finish dates of the business relationship; make note if the work is ongoing.)*
5. A staffing plan that contains the name, title, and physical location of each person who would work on the FDOC account. For each person listed, please provide the following:
  - a. Proposed role on the FDOC account
  - b. Professional bio
  - c. Anticipated percent of business hours committed to the FDOC account each month
  - d. Other clients serviced
6. Detailed explanation on anticipated use of subcontractors or third-party vendors that would be used to fulfill any portion of the Scope of Work
7. Potential conflicts of interest *(Does your company foresee any conflicts in promoting and representing Florida citrus products?)*
8. Three references among your clients for FDOC to contact regarding your capabilities and services
9. Financial controls/Risk Assessment:
  - a. Do you publish financial statements on a regular basis? If so, how frequently? Are these statements available upon client request?
  - b. Do you engage an outside accounting firm to audit annual financial statements and/or to review internal control systems? If so, can you provide copies of these reports upon client request? If

not, please provide a description of the internal controls in place to support your operation.

- c. The FDOC is prohibited from making payments to vendors other than the primary contractor. To what extent can you pay third-party vendors, with reimbursement by FDOC to you to follow in 30 days?

- 10. We anticipate a budget ceiling of \$800,000 USD for our French PR and retail programs. Based on this budget ceiling, the Scope of Work, and your own assessment of what a successful program should entail, please propose an itemized budget in Euros for a 12-month program (July 2025 to June 2026). The line items should represent broad categories (e.g. social media, media outreach) rather than detailed tactics. **The itemized budget must include all proposed fees to manage the program, as well as estimated third-party costs.**

Funding sources require agency fees to be on a fixed-amount basis instead of hourly fees.

#### **2.1.4 Purchasing**

As stated in section 2.1.1, the Department is an executive agency of the State of Florida and must abide by all purchasing rules as mandated by section 287, Florida Statutes and Rule 60A, Florida Administrative Code.

#### **2.1.5 Staffing**

Vendor agrees that project manager(s) will be assigned and become the primary contact(s) for Department.

#### **2.1.6 Use of Name**

**2.1.6.1** Department will not use the name of Vendor nor of any member of Vendor's project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Vendor. Such approval will not be unreasonably withheld.

**2.1.6.2** Vendor will not use the name of Department, nor of any member of Department's project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Department. Such approval shall not be unreasonably withheld.

### **2.1.7 Conflict of Interest**

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

## **2.2 CONSIDERATIONS**

### **2.2.1 General Contract Conditions and General Instructions**

The General Contract Conditions Form PUR 1000 and General Instructions Form PUR 1001, found in Rule 60A-1.002, Florida Administrative Code, are hereby incorporated by reference, and can be accessed at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

### **2.2.2 Special Instructions**

The following special instructions modify the general instructions provided in the incorporated PUR 1001 and shall take precedence over conflicting terms of PUR 1001:

**Paragraph 3. Electronic Submission of Proposals.** Proposals shall be submitted in accordance with Section 5 of this solicitation. Emailed or faxed proposals will not be accepted.

### **2.2.3 MFMP Registration and Florida Substitute Form W-9 Process**

The awarded Respondent(s), if any, must have completed this process prior to Contract execution. For additional information, please visit

<https://vendor.myfloridamarketplace.com/>

The awarded Respondent(s), if any, must complete a Florida Substitute Form W-9 prior to Contract execution. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit

<https://flvendor.myfloridacfo.com/>

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at (866) 352-3776 or [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com). The MFMP Customer Service Desk cannot answer questions about the RFP content. All solicitation questions must be submitted in accordance with Section 5.4 Submittal Information.

#### **2.2.4 Amount**

The total amount for vendor services and expenses shall not exceed Department's approved budget each fiscal year.

If any payments are required upon execution of contract, or prior to any services being rendered, a full justification for the advance payment is required.

The FDOC anticipates that the allocated budget for France could range from \$400,000-\$800,000 USD per year, including fees and all third-party expenses. The FDOC reserves the right to modify this amount as necessitated by budget or market circumstances.

#### **2.2.5 Cost Management Plans**

1. Prior to incurring costs for approved activities, a Cost Management Plan (CMP) must be submitted. At a minimum, the CMP will describe the services to be performed, costs by line item, separate line items for various anticipated out-of-pocket expenses as well as period of activity and expected performance measures for the approved activity. Department will provide required templates for the CMPs.
2. Should additional funds be required for any reason, Vendor shall, prior to incurring the additional costs, prepare a revised CMP and submit it with an appropriate explanation to Department for approval.
3. Except for the employment of agents at its own expense, Vendor shall not engage third parties to perform any services or otherwise obligate or commit Department for expenses or payments of any kind without specific prior written approval of Department via a CMP.

#### **2.2.6 Travel**

Travel, if applicable, shall be reimbursed with prior written approval via a CMP and in accordance with rates specified in Section 112.061, F.S.

#### **2.2.7 Method of Payment**

Department shall require an invoice referencing the Cost Management Plan (CMP) or Project Summary (if required) and outlining the services provided forty (40) days prior to each scheduled payment as specified in 215.422, F.S.

#### **2.2.8 Financial Consequences**

Vendor fees and reimbursement for costs incurred are paid after services are rendered, subsequent to receipt of invoice, proof of adequate performance, and pre-audit of supporting documentation (section 2.2.7). Additional financial

consequences shall be specified in contract, in accordance with section 287.058(1)(h), F.S.

### **2.2.9 Right to Audit**

The Department shall have the right to audit or inspect any and all records, reports, documents and such other supporting evidence as it deems necessary to verify compliance with the terms of this contract. The Vendor shall provide such records in original hard copy, machine-readable form, or both, as requested. Vendor shall maintain such records and allow Department to exercise such right to audit for a period of five years after final payment on this contract, or longer if required by law. The Vendor shall include the 'right to audit provisions' of this contract in all agreements with subcontractors and any other business entities providing goods or services in direct or indirect support of this contract. Should Department exercise this right to audit, Vendor shall provide adequate and appropriate workspace as well as access to photocopy machines and the right to interview current Vendor employees and contact information for former employees.

### **2.2.10 MyFloridaMarketPlace Transaction Fee**

The State of Florida through the Department of Management Services has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering re-procurement cost from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING

TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

**2.2.11 Convicted Vendor List**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**2.2.12 Discriminatory Vendor List**

In accordance with section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**2.2.13 Antitrust Violator Vendor List**

Pursuant to section 287.137(2)(a), “[a] person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

**2.2.14 Nondiscrimination and Compliance**

No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in, be denied proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement as prescribed by all applicable state and federal laws and regulations.

Counsel shall, upon request, show proof of such nondiscrimination. Failure to comply with such state and federal laws will result in the termination of this Agreement.

**2.2.15 Unauthorized Aliens**

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274A of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

**2.2.16 Cooperation with the Inspector General**

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**SECTION 3. TERMS OF AGREEMENT**

- 3.1** Length of service to be provided shall be for a two year period with one three-year renewal at the Department’s option. This contract shall be effective upon execution by both parties.
- 3.2** The State of Florida’s performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature as specified in section 287.0582, F.S.
- 3.3** All Department contracts require a termination clause upon written notice to Vendor, submitted a specified number of days prior to termination. Department will be responsible for all services rendered within the scope of the contract.

**SECTION 4. EVALUATION CRITERIA**

Each Proposal will be evaluated and ranked by a committee of staff members familiar with the business. Points will be awarded as follows for a possible total of 100:

|  |            |
|--|------------|
| Cost (relative to other proposals)           | 20         |
| Relevant experience, capacity, and expertise | 15         |
| Strategic and tactical approach              | 15         |
| Performance measurement approach             | 15         |
| Staff/personnel plan                         | 15         |
| Overall quality of proposal                  | 15         |
| Financial control/risk assessment            | 5          |
| <b>Total</b>                                 | <b>100</b> |

## SECTION 5. SUBMITTAL INFORMATION

- 5.1 **All required documents listed in section 5.4, three (3) hard copies of your proposal, and one USB flash drive with a digital copy of your proposal MUST be submitted to:**

Florida Department of Citrus  
Sharon McLeod, Purchasing Manager  
605 E. Main Street  
Bartow, FL 33830

**PLEASE REFERENCE RFP 24-03 AND COMPANY NAME ON THE OUTSIDE OF ALL MAILINGS.**

**\* Emailed and Faxed proposals are not eligible – Please do not email your proposal. Proposals must be received no later than February 28, 2025, 11:00 AM EST.**

- 5.2 **Answers to questions about the content of the proposal will be posted on the date listed in Section 1.3.**

5.3 **Procurement Officer**

The Procurement Officer is the sole point of contact from the date of the release of this RFP until 72 hours after the Intent to Award is posted.

Procurement Officer for this RFP is:

Sharon McLeod, Purchasing Manager  
Florida Department of Citrus  
Email: [smcleod@citrus.myflorida.com](mailto:smcleod@citrus.myflorida.com)

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**\*\*\* ALL CONTACT WITH THE PROCURMENT OFFICER SHOULD BE IN WRITING VIA EMAIL. ALL EMAILS SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL \*\*\***

**5.4 REQUIRED DOCUMENTS – CHECK LIST**

- Signed RFP
- Crimes Entity, Notarized and Signed
- PUR 2024, Use of Coercion for Labor and Services
- PUR 7801, Vendor Certification Form
- Company History
- Resumes of all persons responsible for the Florida Department of Citrus account
- Reference list, name, phone number, name of project, e-mail if available.
- E-mail for future notification: \_\_\_\_\_

**The Department reserves the right to reject any and all proposals and to waive minor irregularities.**